BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF HAWAII

In the Matter of	)	
	)	
PUBLIC UTILITIES COMMISSION	)	DOCKET NO. 2008-0273
	)	
Instituting a Proceeding to Investigate the Implementation of Feed-in Tariffs	)	
	)	

LIFE OF THE LAND RESPONSES

TO HECO INFORMATION REQUESTS

AND

CERTIFICATE OF SERVICE

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HECO/Life of the Land-IR-1 Do you agree that in addition to achieving a greater level of renewable energy for the State, reliability, power quality and ratepayer impacts are important considerations that must be addressed as a part of any feed-in tariff (FIT) design? If not, please discuss why not.

Life of the Land Answer: No. A feed-in tariff is a *price* specification designed to economically motivate the rapid development of renewable energy generation. The economic benefits and costs to the public, including ratepayer impacts, of the feed-in tariff, as a price specification, need to be considered in relation to the economic benefits and costs to the public of the competitive bidding framework now in effect for specifying the price of renewable energy. The feed-in tariff is not a *technical* specification for interconnection of renewable energy generation. Reliability and power quality impacts from the interconnection of renewable energy generation are not, therefore, a consideration in the design of a feed-in tariff, except that Life of the Land' FIT Proposal acknowledges the utility's right to insist that *any* generation – whether economically motivated by the FIT or not -- meet the utility's own technical interconnection requirements *before* the system is interconnected, so that the utility may fulfill its legal obligation to insure that such reliability and power quality are maintained.

HECO/Life of the Land-IR-2 Do you agree that the HECO, MECO and HELCO systems have different technical and reliability considerations? If not, please discuss why not.

Life of the Land Answer: Yes

HECO/Life of the Land-IR-3 Do you agree that due to the existing and/or anticipated levels of intermittent renewable resources on each island system, that there may be technical and/or operational constraints upon the amount of additional intermittent renewable energy that each island system can absorb? If not, please discuss why not.

Life of the Land Answer: No. The IR implies that the transmission and distribution capacity cannot be modified or expanded to "absorb" existing and/or anticipated levels of intermittent renewable resources. While there may be *economic* constraints upon the amount of additional intermittent renewable energy that each island electric system can be modified to absorb, Life of the Land is not aware of any insurmountable technical and/or operational constraints upon the amount of additional intermittent renewable energy that each island electric system can be modified to absorb. For example, huge battery systems could balance out any variabilities in wind and allow for an island to be supplied by 100% wind power. These batteries may be expensive, but don't present technical and/or operational constraints.

HECO/Life of the Land-IR-4 How does your FIT proposal insure that reliability and

power quality on each island electric system are maintained?

Life of the Land Answer: The IR implies that Life of the Land, as proponent of an FIT proposal, is legally obligated to insure that reliability and power quality on each island system are maintained. The utility, not Life of the Land as proponent of an FIT proposal, is legally obligated to insure that reliability and power quality on each island system are maintained. Life of the Land's FIT proposal insures that such reliability and power quality are maintained by acknowledging the utility's right to insist that *any* generation – whether economically motivated by the FIT or not -- meet the utility's own technical interconnection requirements *before* the system is interconnected, so that the utility may fulfill its legal obligation to insure that such reliability and power quality are maintained.

HECO/Life of the Land-IR-5 What specific data, evaluations, studies or analyses did you rely upon as a part of any conclusion that your FIT proposal insures reliability on each island system? Please provide that data, evaluations, studies and/or analyses to the extent they are available.

Life of the Land Answer: The IR implies that Life of the Land, as proponent of an FIT proposal, is legally obligated to insure reliability on each island system. The utility, not Life of the Land as proponent of an FIT proposal, is legally obligated to insure such reliability. Life of the Land' FIT proposal insures such reliability by acknowledging the utility's right to insist that *any* generation – whether economically motivated by the FIT or not -- meet the utility's own technical interconnection requirements *before* the system is interconnected, so that the utility may fulfill its legal obligation to insure such reliability. Data, evaluations, studies and/or analyses of the kind requested are irrelevant to establishing the points of law that: (1) the utility is legally obligated to insure reliability on each island system, and (2) the utility has a right to insist that any generation – whether economically motivated by the FIT or not -- meet the utility's own technical interconnection requirements before the generation is interconnected, so that the utility may fulfill its legal obligation to insure such reliability.

HECO/Life of the Land-IR-6 As variable generation is presently having an adverse impact on a system's reliability, how would your FIT proposal mitigate any further adverse impacts?

Life of the Land Answer: Large customers turning systems on and off has an adverse impact on your system. But to make a profit you allow it. Turning on or off a large load or supply is functionally equivalent. The IR implies that Life of the Land, as proponent of an FIT proposal, is legally obligated to mitigate any adverse impacts on system reliability caused by additions of variable generation that are economically motivated by an FIT. The utility, not Life of the Land as proponent of an FIT proposal, is legally obligated to mitigate any such impacts. Life of the Land' FIT proposal mitigates any such impacts by acknowledging the utility's right to insist that *any* generation – whether variable or fixed, whether economically motivated by the FIT or not -- meet the utility's own technical interconnection requirements *before* the generation is interconnected, so that the utility may fulfill its legal obligation to mitigate any such

impacts.

HECO/Life of the Land-IR-7 Do you agree that your FIT proposal could result in increases in the rates paid by utility ratepayers? If so, what do you view as an acceptable level of increase for each of the utility system's ratepayers? What do you base that opinion on? Please provide any evaluations or analyses or studies used to support this opinion.

Life of the Land Answer: That is obvious. If a more expensive system, such as your palm oil electricity is introduced, rates will go up. If a wind system with prices decoupled from your current higher priced fossil fuel plants are installed, then the price will go down. The fact that a new system would have identical prices, and identical impacts, in every situation, is absurd. Life of the Land' FIT proposal could result in increases or decreases in the rates paid by utility ratepayers. An acceptable level of increases or decreases in such rates is one consistent with rapid development of large-scale renewable energy generation that reduces -- as much as possible and as soon as possible -- the cost to the public of Hawaii's reliance on petroleum for electric power generation.

HECO/Life of the Land-IR-8 How does your FIT proposal insure that ratepayers within each of the three utility service territories do not receive significant rate increases?

Life of the Land Answer: You don't oppose higher rates. Your palm oil proposal will increase rates by $2 / residential customer per month for your use of 12M gallons a year of palm oil biodiesel. You could replace a significant portion of the 340M gallons of oil use each year. That would significantly jack up rates. If you really wanted to save customers money use would use indigenous resources which are supported by the Hawaii State Plan and the Hawaii State Constitution. Furthermore, the IR assumes that a FIT proposal that results in no significant rate increases from the addition of renewable energy generation will have the lowest cost to the public, but that assumption ignores the potentially catastrophic cost to the public from a failure to establish a feed-in tariff that encourages rapid development of large-scale renewable energy generation to reduce – as much as possible and as soon as possible – the cost to the public from Hawaii's dependence on petroleum for electric power generation.

HECO/LOL-IR-9 What specific data, evaluations, studies or analyses did you rely upon as a part of any conclusion that your FIT proposal insures that ratepayers within each of the three utility service territories do not receive significant rate increases? Please provide that data, evaluations, studies and/or analyses to the extent they are available.

Life of the Land Answer: Life of the Land has not posited any such conclusion.

HECO/Life of the Land-IR-10 Do you agree that competitive bidding can provide benefits to ratepayers? If so, how does your proposal insure that ratepayers receive the benefits that competitive bidding can provide?

Life of the Land Answer: Yes, although HECO does not appear to agree with that statement. Virtually every proposal that you have submitted to the Commission for approval -- since the Commission required competitive bidding -- has been for exempting the proposal from competitive bidding. Your new $100M Campbell Industrial Power Plant (CT-1) wasn't bid out. You also know that our position in the Investigation of Restructuring docket (96-0493) was that HEI should have a stock split, that every shareholder should have shares in the resulting Generation Company ("GENCO") and the Wires Company ("T&D CO"), and that the T&D CO should accept power from independents including the GENCO in a competitive manner with a preference for low-climate impact energy.

The idea that anyone can supply power to the grid, through competitive bidding for large central power stations, that anyone can give power through a FiT, and that anyone can wheel power are all ways of increasing competition.

The FiT model has the least ability of the existing monopoly from "gaming" the system, and is therefore the best in allowing true competition. The current central station competitive bidding model where the utility decides who won in a competitive bid process allows for the most gaming of the system by the utility. Competitive bidding can provide benefits and costs to ratepayers. So can a feed-in tariff. Life of the Land's proposal would replace competitive bidding with a FIT because the total benefits to the public of Life of the Land' proposed FIT are greater than the total benefits to the public of competitive bidding, and because the total costs to the public of Life of the Land's proposed FIT are less than the total costs to the public of competitive bidding. We continue to advocate for wheeling.

HECO/Life of the Land-IR-11 Please explain why a feed in tariff should be applied to larger resources, rather than competitively bid to assure ratepayers the lowest prices for significant blocks of renewable energy?

Life of the Land Answer: See answer above re gaming the system by the utility. A feed-in tariff should be applied to larger resources, rather than competitive bidding, because feed-in tariffs have proven successful in Germany and other nations in encouraging the rapid development of large-scale renewable energy generation at low cost to the public, whereas competitive bidding has not been proven successful anywhere in encouraging such development.

HECO/Life of the Land-IR-12 Do you agree that if a Renewable Energy Generating Facility is unable to meet the technical requirements set forth in the utilities' rules relating to interconnection with the utility's electric system, that Renewable Energy Generating Facility should not be interconnected with the utility's electric system? If not, please discuss why not.

Life of the Land Answer: No. If a Renewable Energy Generating Facility is unable to meet the technical requirements set forth in the utilities' rules relating to interconnection with the utility's electric system, that Renewable Energy Generating

Facility *may* not be interconnected with the utility's electric system. That said, part of the success of the FIT in Germany and elsewhere was the development of standard interconnection rules that were simple and fast to implement. The question assumes that the utilities technical requirements are open, transparent, non-discriminatory, reasonable, and in the public interest. At this time we do not have sufficient information to come to that conclusion.

HECO/Life of the Land-IR-13 Do you agree that, as an electric system must remain in balance, if there is a greater amount of energy being generated in relation to load being served that generation must be reduced or curtailed to achieve system balance (assuming that load cannot be increased)? If not, please describe how the system balance can otherwise be achieved.

Life of the Land Answer: The answer is yes and no, depending on what is being asked. The answer is no in the sense that an electric system must always over-produce, it must always have spinning reserves. Simply put, if load exactly matched demand, the utility system would go unbalanced every time a large load came on-line.

The IR is vague and misleading because it does not specify the conditions under which the utility's electric system "must remain in balance." If the IR means the balance between generation and load that must be maintained to restore the physical stability and operation of the electric system after an outage, then the answer is "Yes." If the IR means a balance between generation and load that minimizes the utility's operating costs, then the answer is "No" because, while the minimization of such costs through curtailment may be desirable for economic reasons, such minimization is not necessary for the physical stability or "balance" of the electric system. "System balance" – whether in the physical stability sense or the economic cost minimization sense – can be achieved by curtailment or dispatch of generation or load.

HECO/Life of the Land-IR-14 Please explain how your proposal to require the utility to take all renewable energy generated by a FIT resource regardless of system need assures system balance and stability?

Life of the Land Answer: If your question means that we would make you buy 10,000,000,000 MW of power when you have a combined load of less than 2000 MW on all islands, then your question is absurd. assuming, and that is a big assumption, that there is a serious question embedded in your question, then we would support your taking the largest amount of low-climate impact renewable energy that you can reasonably handle.

The IR is vague and misleading because it does not specify what is meant by "system balance and stability." If the IR means "system balance and stability" in the physical stability sense, Life of the Land' FIT Proposal would acknowledge the utility's right to curtail generation under conditions like those cited in Section 5 (Continuity of Service), Section 6 (Personnel and System Safety) and Section 7 (Prevention of Interference) of the draft Schedule FIT Agreement attached as Appendix I to the straw Schedule FIT Tariff furnished by HECO to the parties on January 15, 2009 (the "HECO Straw FIT

Agreement").

If the IR means "system balance and stability" in the economic cost minimization sense, then Life of the Land' FIT Proposal obliges the utility to achieve an economic "system balance" by methods other than curtailment of FIT renewable generation, unless the FIT renewable generator contractually agrees to give the utility a right to curtail the generator's renewable generation.

HECO/Life of the Land-IR-15 Is it your position that FIT resources may not be curtailed under any circumstance? If there are circumstances under which a FIT resource may be curtailed, please explain in detail how that curtailment would be accomplished. Please explain in detail how existing renewable projects fit into any curtailment order and the basis for assigning a lower curtailment priority to existing renewable resources.

Life of the Land Answer: The IR is vague. Obviously if your system crashes you would not be required to import power. the phrase "any curtailment order" leads to a zillion possibilities. A renewable energy generator that receives a FIT rate may be curtailed under two circumstances. First, such a generator may be curtailed under conditions like those cited in those cited in Section 5 (Continuity of Service), Section 6 (Personnel and System Safety) and Section 7 (Prevention of Interference) of the HECO Straw FIT Agreement. Such curtailment may occur at any time and is not part of any order or priority for curtailment. Second, such a generator may be curtailed if the generator contractually agrees with the utility to modify the utility's obligations, under the proposed FIT, to take, purchase and pay for all the renewable energy generated by the generator and delivered to the utility. The generator has a right, but not an obligation, to enter into such a contract with the utility. Life of the Land does not propose any order or priority for such curtailment relative to curtailment of existing renewable resources.

HECO/Life of the Land-IR-16 Please provide any evaluations, studies or analyses to support the following in your FIT proposal: (1) the inclusion of each renewable resource type; (2) the viability of each renewable resource type for each island system; (3) the project size demarcations for each renewable resource type; (4) the viability of each project size for each island system; and (5) the basis for a different or separate rate for each size demarcation (if applicable). This should include any information or evidence that you may have on the general or specific plans of any renewable resource developer to develop renewable resources of this type, and including the anticipated size of the project, on any island system within the next one, three and five years.

Life of the Land Answer: Life of the Land' proposed FIT is modeled after the German feed-in tariff that has proven successful in encouraging the rapid development of large-scale renewable energy generation at low cost to the public. As a result of the German FIT, Germany now obtains more than 14% of its electricity from renewable sources – primarily wind and solar PV. The inclusion of each renewable resource type, the project size demarcations for each renewable resource type, and the basis for a different or separate rate for each size demarcation are supported by the following

evaluations, studies and analyses showing the success of the same or similar resource types, project size demarcations and rates under the German FIT:

HECO/Life of the Land-IR-17 Please provide the bases for the proposed penetration limits for intermittent renewable energy sources. Please provide any evaluations, studies or analyses to support the proposed penetration limits, including in particular any evaluations, studies or analyses regarding maintenance of system reliability at the proposed penetration limits.

Life of the Land Answer: Renewable does not necessarily mean intermittent. Only you use them interchangeably. We suggest higher rates for baseload renewables. The proposed twenty (20) year terms in submittals by various parties in this docket are modeled after the 20-year terms of the German feed-in tariff that has proven successful in encouraging the rapid development of large-scale renewable energy generation at low cost to the ratepaying public.

HECO/Life of the Land-IR-18 Please explain in detail how the proposed queuing procedures based upon those procedures proposed by the Midwest ISO would operate and be implemented for each island electric system. In particular, please provide any evaluations, studies or analyses of potential differences between the Midwest ISO service territory and the Hawaii utility electric systems and how those differences would be accommodated and addressed through your FIT proposal. Please discuss in detail whether the quality of power (steadiness, predictability, ability to enhance regulating resources on the grid and other such characteristic that are important to power reliability) should be a factor in setting the priority a project receives, and if not, why not.

Life of the Land Answer: Island-wide grid penetration limits for intermittent renewable energy sources are based on the economic principle that it does not make sense to oblige the utility and ratepayers to pay for renewable energy from intermittent sources (solar and wind) if such sources displace no generation from imported fuels because of the need to maintain such generation to maintain present-day levels of system reliability. A proposed aggregate island-wide penetration limit of 25% of peak demand for wind energy is based on studies showing that the additional operating costs imposed on the system to maintain system reliability are moderate (from $3/MWh to $5/MWh) at wind capacity penetrations ranging up to 29%. A proposed aggregate island-wide penetration limit of 20% of peak demand for photovoltaic solar power is based on a studies showing that, at minimum system loading of 35%, increasingly large amounts (> 50%) of photovoltaic electricity are unusable as PV penetration exceeds 20% of peak demand.

HECO/Life of the Land-IR-19 Should a utility be entitled to use the generated output of a renewable resource in its service territory toward meeting a state or county mandated RPS standard regardless of ownership of the environmental credits? If not, please discuss why not?

Life of the Land Answer: Another trick question. Regardless of whether you purchase

net metered solar, or buy palm oil biodiesel to generate electricity, you believe that you are entitled to the environmental credit. We believe it belongs to the entity producing it. And the credit should only be given for low climate impact renewable energy, and not for things like coal derived ethanol. The developer who took the risk in developing the renewable energy project is entitled to the rewards of the project, including the value of any environmental credits associated with the project in any market set up for the exchange of such credits. If the utility is under a state mandate to achieve certain levels of renewable energy production, then the utility should have the opportunity to develop its own renewable energy projects that, under Life of the Land' FIT proposal, would be eligible for FIT rates on the same terms as renewable energy projects developed by independent developers.

HECO/Life of the Land-IR-20 Please describe in detail your statement that a PBFit is not necessarily a superior mechanism for certain technologies including identification of the technologies and the specific reasons why a PBFit is not a superior mechanism for those technologies.

Life of the Land Answer: You filed an application for FiTs and immediately imposed the condition that it is for PBFiTs only. Thus your application closes out the discussion on other forms of FiTs, and questions about other forms are being the scope of this docket. Wish they weren't.

HECO/Life of the Land-IR-21 Please describe in detail all impediments to potential investors achieving a sufficient risk adjusted rate of return on solar projects in the State of Hawaii.

Life of the Land Answer: To list "all impediments" is like creating a list of all species on the planet. Besides the fact that it would be time-consuming, it serves no purpose. The PUC opened a docket in 1994 to look at impediments to renewable energy. The Commission knows, we know, you know what the impediments are. So why waste every bodies time with this question.

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DATED: Honolulu, Hawaii, March 13, 2009

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CERTIFICATE OF SERVICE

I hereby certify that I have this date filed and served RESPONSES OF LIFE OF THE LAND TO INFORMATION REQUESTS OF THE HECO COMPANIES in Docket No. 2008-0273, by hand delivery to the Commission the original and eight copies of the foregoing and to the Consumer Advocate two copies at the following addresses:

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I hereby further certify that I have this date filed the RESPONSES OF LIFE OF THE LAND TO INFORMATION REQUESTS OF THE HECO COMPANIES in Docket No. 2008-0273, by causing each such copy thereof to be sent via e-mail in a portable document format ("pdf") to each such party as follows:

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